

**AFFIDAVIT IN COMPLIANCE WITH TEX PROP. CODE §.202.006**

THE STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared MATT BOGUSLAWSKI, who, being by me duly sworn according to law, stated the following under oath:

“My name is MATT BOGUSLAWSKI. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of LAFAYETTE PLACE HOME OWNERS ASSOCIATION (the “Association”) and have been authorized by the Association’s Board of Directors to sign this Affidavit. Premier Management Group is the Managing Agent of the Association and custodian of the records for the Association.

The Association is a “property owners’ association” as that term is defined in *TEX. PROP. CODE* § 202.001. The Association’s jurisdiction includes, but may not be limited to, the property in Bexar County, Texas subject to:

That certain condominium regime known Lafayette Place Condominiums, subject to the Declaration Lafayette Place (Amended December 4, 1978), recorded in Volume 4, Page 1 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments, annexations, supplements, and restatements thereto (collectively, “Declaration”); the Restated Bylaws of the Association, recorded in Volume 16441, Page 2275 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments and restatements thereto (“Bylaws”).

Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:


*Lafayette Place Home Owners Association  
Adopting Late Fee and Interest Policy*

The documents attached hereto are subject to being supplemented, amended, or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Premier Management Group  
7500 Callaghan Road, Suite 113  
San Antonio, Texas 78229  
[Office@lafayetteplace.net](mailto:Office@lafayetteplace.net)

Signed on this the 30 day of MARCH, 2026.

LAFAYETTE PLACE HOME OWNERS  
ASSOCIATION

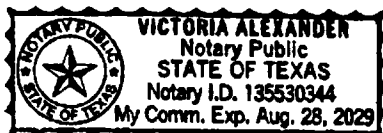
  
\_\_\_\_\_  
MATT BOGUSLAWSKI, President

**VERIFICATION**

THE STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared MATT BOGUSLAWSKI, President of Lafayette Place Home Owners Association, who, after being duly sworn, acknowledged, and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 30 day of March, 2026.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:  
Michael B. Thurman  
Thurman & Phillips, P.C.  
4093 De Zavala Road  
Shavano Park, Texas 78249

**LAFAYETTE PLACE HOME OWNERS ASSOCIATION, INC.  
LATE FEE AND INTEREST POLICY**

This Late Fee and Interest Policy (“Late Fee and Interest Policy”) of Lafayette Place Home Owners Association (the “Association”), was duly adopted on the 18th day of March, 2026, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Lafayette Place Condominiums, subject to the Declaration Lafayette Place (Amended December 4, 1978), recorded in Volume 4, Page 1 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments, annexations, supplements, and restatements thereto (collectively, “Declaration”); the Restated Bylaws of the Association, recorded in Volume 16441, Page 2275 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments and restatements thereto (“Bylaws”); and all policies, guidelines, rules and regulations duly adopted by the Association from time-to-time (collectively, “Governing Documents”).

This Late Fee and Interest Policy is adopted pursuant to the authority granted by TEX. PROP. CODE § 82.102(12) addressing the imposition of interest, and late fees, on delinquent accounts for unpaid assessments, including but not limited to, regular monthly assessments for common expenses, special assessments, electricity usage, reasonable fines, NSF charges, property damages, attorney’s fees and other charges and expenses assessed against an Owner of a Unit (collectively “Assessments”). Any previously adopted policies imposing interest and late charges are of no further force or effect.

The adoption of this Late Fee and Interest Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners’ associations to file all governing documents in the real property records of each county in which the property to which the governing documents relate is located. This Late Fee and Interest Policy shall become effective as of the date the Late Fee and Interest Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as outlined in the Declaration.

1. Due Date of Assessments

A. Assessments. Owners shall timely and fully pay Assessments, as applicable, on the first (1<sup>st</sup>) calendar day of each month unless specified otherwise on the invoice delivered to the Owner. Special Assessments shall be paid on the due date specified in the Special Assessment. For purposes herein, the date on which any Assessment is due and payable shall be the due date (“Due Date”). If payment is not received by the close of business on the tenth (10<sup>th</sup>) day immediately following the Due Date, the account is delinquent (“Delinquent Account”) and shall commence accruing interest, late fees, and costs, as applicable, as described below. The Association may levy the late fee on the date the account becomes delinquent, and a late fee shall be levied on the first (1<sup>st</sup>) day of each month the account is delinquent until fully paid.

B. Fines and Damage Charges. Fines for violations, in accordance with the published Policies and/or Rules and Regulations of the Association, as applicable, and Damages for damages caused to Association property by an Owner or Owner’s family, tenant, guest or invitee shall be due and payable as of the date imposed by the Board of Directors and contained in the notice sent to the responsible Owner, provided however, any fine assessed is subject to the requirements of TEX. PROP. CODE § 82.102(d).

2. Account Fees

A. Late Fees and Interest. Any Assessment or other charges including fines, property damage, NSF charges, administrative costs, collection costs, penalties, expenses, and reasonable attorney's fees owed by an Owner that are not paid in full by the Due Date shall bear interest from the Due Date until fully paid, at an interest rate of ten percent (10%) or the maximum lawful rate per annum allowed, whichever is lower. In addition, the Association may assess a late fee of fifty and 00/100 Dollars (\$50.00) monthly as an administrative cost.

B. Return Payment Fee. If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of Thirty and 00/100 Dollars (\$30.00) or the maximum amount allowed by law per occurrence for the dishonored payment.

C. Costs. All collection costs, administrative fees, and expenses (e.g., title reports, credit reports, certified mail, court costs, filing fees including reasonable attorney's fees), shall be charged to the account of the delinquent Owner.

D. Administrative Fees. If the delinquent Owner requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

E. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a Majority of the Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this Late Fee and Interest Policy, the Board of Directors will exercise caution in granting adjustments to an Owner's account.

3. Priority of Payment

A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees, interest, and collection costs, any payment received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- |  |   |
|--|---|
| (1) Collection costs and attorney's fees | (7) Delinquent Electric Usage Assessments |
| (2) Fines                                | (8) Delinquent Monthly Assessments        |
| (3) Reimbursable expenses                | (9) Current Electric Usage Assessments    |
| (4) Late charges and interest            | (10) Current Special Assessments          |
| (5) Delinquent Special Assessments       | (11) Current Monthly Assessments          |

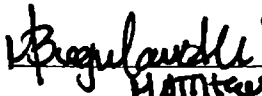
B. Form of Payment. The Association may require that payment of delinquent assessments be made only in the form of cash, cashier's check, or certified funds.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Late Fee and Interest Policy was duly approved and adopted by the Board of Directors of LAFAYETTE PLACE HOME OWNERS ASSOCIATION, on the 18<sup>th</sup> day of March, 2026, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Late Fee and Interest Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Lafayette Place Condominiums, a condominium regime located in Bexar County, Texas, as hereinabove described.

Signed this 30 day of MARCH, 2026.

LAFAYETTE PLACE HOME OWNERS  
ASSOCIATION

By:   
Name: MATTHEW ROGUSLAWSKI  
Title: PRESIDENT

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20260060122  
**Recorded Date:** April 01, 2026  
**Recorded Time:** 4:28 PM  
**Total Pages:** 6  
**Total Fees:** \$41.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/1/2026 4:28 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk